

NOTICE OF SOLICITATION

SERIAL 03112-ROQ

REVIEW OF QUALIFICATIONS: FEDERAL LEGISLATIVE ADVOCACY (LOBBYIST) SERVICES

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, **until 2:00 P.M./M.S.T. on SEPTEMBER 26, 2003** for the furnishing of the following for Maricopa County Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "SERIAL 03112-ROQ REVIEW OF QUALIFICATIONS FOR FEDERAL LEGISLATIVE ADVOCACY (LOBBYIST) SERVICES."

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this REVIEW OF QUALIFICATIONS must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REVIEW OF QUALIFICATIONS AND THE DRAFT CONTRACT TERMS AND CONDITIONS CAN BE LOCATED AT http://www.maricopa.gov/materials. ANY ADDENDUMS TO THIS SOLICITATION WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

INQUIRIES:

STEVE DAHLE CONTRACT MANAGER LEAD PROCUREMENT CONSULTANT TELEPHONE: (602) 506-3450

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

http://www.maricopa.gov/materials/advbd/advbd.asp

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NO RESPONSE

Proposers not responding to this proposal are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494.

MARK OUTSIDE ENVELOPE "SERIAL 03112-ROQ

Responses must be received **BY 2:00 P.M.**, **SEPTEMBER 26, 2003**. Proposers failing to submit a proposal, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL 031123-ROQS: FEDERAL LEGISLATIVE ADVOCA CY (LOBBYIST) SERVICES

CONTRACTOR NAME	:		
ADDRESS:			
PHONE:		_ CONTACT:	
REASON FOR NO PRO	POSAL:		
	Insufficient time		
	Do not handle product/service		
	Other:		

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference

The <u>Materials Management Department</u> of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the <u>Materials Management Department</u> of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

Attachments E, F, and G provide detailed information and forms to be submitted as part of your proposal. If no goal has been set the attachments will be not be required to be submitted with the ROQ.

THESE FORMS MAY BE LOCATED AT http://www.maricopa.gov/materials. M/WSBE PARTICIPATION FORMS.

REVIEW OF QUALIFICATIONS: FEDERAL LEGISLATIVE ADVOCACY (LOBBYIST) SERVICES

1.0 INTENT:

To provide advocacy services and act as a liaison between the County and members of the United States Congress, the Executive Branch, federal executive offices, agencies and others as directed by Maricopa County. The advocate will report to the five-member Maricopa County Board of Supervisors, the County Administrative Officer, and the Director of Government Relations.

1.1 OBJECTIVE OF REVIEWS OF QUALIFICATIONS:

Maricopa County, (county seat is located in Phoenix Arizona), has determined it to be in its best interest to continue to retain the services of individuals and/or firms under contract to advocate for Maricopa County interests on legislative and administrative policy in Washington, D.C. As the nation's fourth largest county, Maricopa County has substantial federal interests. Maricopa County proposes to continue within the ranks of the majority of large urban counties with established federal representation to supplement the work of the state Congressional Delegation and local elected officials and to perform functions not presently carried out by County staff. Accordingly, the County intends to enter into agreements with one or more competent individuals and/or firms who will serve as a representative of the Maricopa County Board of Supervisors on policy, legislative, and federal funding issues in Washington, D.C. This individual and/or firm will assist County staff with accessing federal information related to County programs and services, as well.

The County shall accept responses based on (a) payment of a fixed retainer for each year of the contract term for services rendered, specifying that the amount is either inclusive or exclusive of out-of-pocket costs and expenses, or (b) payment of an hourly rate for services rendered during the contract term, exclusive of out-of-pocket costs and expenses. If the proposed retainer is exclusive of expenses, expenses outside of the base amount will be capped at an amount to be negotiated. Letters of interest and statements of qualifications are invited from those individuals and firms who are able to and interested in serving Maricopa County in this capacity.

1.2 **PROFILE OF MARICOPA COUNTY:**

Maricopa County is the largest county in Arizona, the second largest government in the state, and the fastest growing county in the nation. Geographically, at 9,226 square miles, the County is the 14th largest county in the United States, larger than seven states. With over 2.9 million residents, it is the fourth most populous county in the nation and home to more people than seventeen states and the District of Columbia. The County employs a workforce of over 15,000 persons, with a 2003-2004 general fund budget of \$2.4 billion. The five-member Board of Supervisors sets policy as the governing body for county government. The Board appoints a County Administrative Officer (CAO) to direct day-to-day operations.

Maricopa County provides a great variety of services to its citizens, and has a number of major departments and elected offices to provide such services and fulfill mandated responsibilities, including the following:

- the Maricopa Integrated Health System, which includes a major hospital and twelve primary care centers (a system which may in fact become a special district depending upon the outcome of a November, 2003 public vote);
- several departments responsible for infrastructure, public works, and planning, including Transportation, the Flood Control District, Solid Waste, Emergency Management, and Planning and Development;
- Recreation Services, which manages the largest county parks system in the country;
- Library and Stadium Districts;
- criminal justice agencies including the County Attorney (including County Counsel-civil division), Sheriff, Superior and Justice Courts, Clerk of the Court, constables, three separate offices providing indigent representation, and a Jail system which holds over 5,000 inmates;

- other elected officials including Assessor; Treasurer; Recorder; and Superintendent of Schools:
- and a variety of other departments including Finance; Management and Budget; Public Health; Environmental Services; Animal Control Services; Human Resources; Human Services; Telecommunications; Correctional Health; and Medical Examiner.

Attached (EXHIBIT 2) is a complete organizational chart for the county. (A Maricopa County government information web site is also available for perusal at the following electronic mail address: http://www.maricopa.gov.)

2.0 <u>SCOPE OF SERVICES</u>:

Maricopa County seeks an individual and/or firm who will act as the Washington, D.C. federal legislative representative of Maricopa County and who will provide, at a minimum, the following comprehensive services:

- 2.1 Perform as the Washington, D.C. advocate for Maricopa County and act as a liaison between the County and the members of the United States Congress, the executive branch, federal executive offices and agencies, and other officials as directed by the County. The advocate will report to the five-member Maricopa County Board of Supervisors and the Director of Government Relations.
- 2.2 Provide research and information to the County on Federal administrative policy; funding and grant opportunities for County programs; reports and memoranda impacting County operations; information on Congressional hearings, reports, and testimony on issues affecting County programs; briefing on emerging issues that affect the County.
- 2.3 Report on and advise the County on Federal legislation, proposed and adopted, and Administrative actions which affect County programs. Reporting will include a monthly written report on major activities and accomplishments which is keyed to the Board of Supervisors' adopted priority issues, and at least two personal visits per year to the County which will include meetings with County administrative and elected officials and briefing the Board of Supervisors, the County Administrative Officer, and Government Relations staff. One of these visits will involve an annual discussion with the Board, CAO, and Government Relations staff on the effectiveness of the County's advocacy efforts at the Federal level, the annual budget for those efforts and the contract's scope of services. Any consultant and/or staff recommendations with regard to the advocacy efforts and contract will be reviewed by the CAO and subject to the approval of the Board of Supervisors.
- 2.4 Work with the County to develop legislation and amendments to legislation, which accomplish specific County goals and objectives.
- 2.5 Represent the County in meetings with members of Congress, Federal agencies, boards, commissions, committee and other bodies.
- 2.6 Arrange for meetings and provide materials for County Supervisors and Officials in Washington, D.C. and possible other venues. This will include facilitating meetings and assisting county officials and staff when they are meeting with members of Congress, including leadership when deemed appropriate, testifying before Congressional Committees and administrative agencies, conducting any County business in Washington, D.C., and attending national conferences.
- 2.7 Comply with all County procedures for billing and accounting for the cost of services performed and maintain records pertaining to the financial and performance aspects of the agreement.

2.8 Agree not to engage in private litigation against the County or accept other legislative representation or advocacy that does or may reasonably be expected to conflict with the County's legislative positions in any subject area without first obtaining written permission to do so from the Office of the Maricopa County Attorney, in the case of private litigation, or the Director of Government Relations, in the case of legislative representation or advocacy, as applicable.

2.9 ISSUES OF PARTICULAR CONCERN TO MARICOPA COUNTY:

The following issues are ones in which Maricopa County has particular ongoing interest:

- 2.9.1 Homeland Security issues
- 2.9.2 Health Care issues, including Medicaid and Disproportionate Share (DSH) funding; Public Health issues; and Funding of Undocumented Aliens issues
- 2.9.3 Social Services issues, including Affordable Housing and Homeless services assistance, Social Services Block Grants (SSBG), Job-Training, and Workforce Development
- 2.9.4 Land Use issues, including federal preemption of local Planning and Zoning authority, funding for land acquisition for open space preservation, and allocation of federal Land and Water Conservation Fund (LWCF) monies
- 2.9.5 Transportation issues, including TEA -21
- 2.9.6 Public Works and Flood Control issues
- 2.9.7 State Criminal Alien Assistance Program (SCAAP) funding
- 2.9.8 Federal military base maintenance assistance
- 2.9.9 Appropriations and Grant opportunities, including the areas of Land Use, Parks and Recreation, Criminal Justice, Transportation, Health, and Environment

The preceding list is not an exclusive list and the advocate would work with the County to identify other issues of concern or interest to the County as well as additional grant opportunities.

2.10 **COORDINATION**:

Representative shall coordinate all efforts with others assigned to similar tasks on behalf of the County by authorized County representatives to assist in particular legislative efforts.

2.11 USAGE REPORT:

The Contractor shall furnish the County a <u>quarterly</u> or as request by the Director of Governmental Relations a usage report delineating all activity governed by the Contract. The format of the report shall be approved by the.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 **CONTRACT LENGTH:**

This REVIEW OF QUALIFICATIONS is for awarding a firm, fixed price contract to cover a three (3) year period.

3.2 **OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 <u>Indemnification</u>.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.3.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.3.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be is sued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

- 3.3.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.
- 3.3.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.4 **CERTIFICATES OF INSURANCE**:

- 3.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.
- 3.4.2 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.4.3 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 **SCHEDULE OF EVENTS:**

REVIEW OF QUALIFICATIONS Issued:

AUGUST 22, 2003

Deadline for submission of proposals is 2:00 P.M., MST, on SEPTEMBER 26, 2003. All proposals must be received before 2:00 P.M. on the above date at Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, AZ 85003.

Proposed review of Proposals and short list decision:

October 2003

Proposed presentations: (if required)

November 2003

Proposed selection and negotiation:

November 2003

Proposed award of Proposal:

December 2003

All responses to this proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Proposer by parties other than the county.

3.6 **INQUIRIES AND NOTICES:**

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY DEPARTMENT OF MATERIALS MANAGEMENT ATTN: CONTRACT ADMINISTRATION 320 W. LINCOLN ST. PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, LEAD PROCUREMENT CONSULTANT, 602-506-3450 (sdahle@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Diane Sikokis, Director of Government Relations, 602-506-7075 (Dsikokis@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.7 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide one (1) original (labeled) PLUS ONE ELECTRONIC COPY ON A CD OR 3.5' DISK and seven (7) copies of their proposal. Proposers are to address proposals identified with return address, serial number and title in the following manner:

Maricopa County Department of Materials Management 320 W. Lincoln St. Phoenix, AZ 85003

SERIAL 03112-ROQ FEDERAL LEGISLATIVE ADVOCACY (LOBBYIST) SERVICES Proposals must be signed by a corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred twenty (120) days after the ROQ closing date.

3.8 **EXCEPTIONS TO THE SOLICITATION:**

The Proposer shall identify and list all exceptions taken to all sections of 03112–ROQ and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Proposer's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 0312-ROQ." Exceptions that surface elsewhere and that do not also appear under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 03112-ROQ," shall be considered invalid and void and of no contractual significance.

The County reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept them outright.

3.9 **GENERAL CONTENT:**

The Proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

3.10 **FORMAT AND CONTENT:**

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below: All proposals are limited to 200 pages, single sided and minimum of 12 pt. font.

- 3.10.1 Letter of Transmittal (Exhibit 2)
- 3.10.2 Table of Contents
- 3.10.3 Short introduction and summary This section shall contain an outline of the general approach utilized in the proposal.
- 3.10.4 Proposal Your proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive. All proposals shall include the following.
 - 3.10.4.1 Describe your background, or your firm's background, experience and particular areas of expertise in advocacy efforts. In addition, please describe your specific experience with Counties and issues affecting County Government and/or experience with other local agencies with similar issues.
 - 3.10.4.2 List current and previous clients who have similar requirements with regard to representation. Describe your successful efforts on issues with which you have been associated for your clients.
 - 3.10.4.3 Describe your working communication and relationships with administrative and elected officials.
 - 3.10.4.4 Describe how you would fulfill the responsibilities of this contract. If responding as a firm, please indicate specifically which personnel would be assigned to work with the County.
 - 3.10.4.5 Describe the environment at the federal level on issues affecting the County.
 - 3.10.4.6 Provide samples of written reports and correspondence.

- 3.10.4.7 Indicate the fee associated with fulfilling the requirements of this ROQ. Indicate either the retainer that the applicant proposes to charge the County for each year of the contract for services rendered, and/or the hourly rate that the applicant proposes to charge the County for services rendered.
- 3.10.4.8 If the applicant is other than an individual, provide the name, address, telephone number, and position within the firm of the principal individual who will serve as a single point of contact for contract administration purposes.
- 3.10.4.9 Provide detailed information regarding actual or potential conflicts of interest that the applicant reasonably anticipates would or could occur between the applicant's existing or anticipated clientele and the County.
- 3.10.5 Personal Qualifications All personnel that will work with the County including support personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, and an estimate of the time each would devote to this program, and other pertinent information.
- 3.10.6 Proposal exceptions
- 3.10.7 Other data
- 3.10.8 Proposed Fees (Attachment A)
- 3.10.9 Agreement (Attachment B)
- 3.10.10 References (Attachment C)

Provide the names, addresses and telephone numbers of five references who have had similar requirements to those listed in this ROQ.

3.10.11 Vendor Information (Attachment D)

3.11 **EVALUATION OF PROPOSAL – SELECTION FACTORS:**

A Proposal Analysis Committee shall be appointed, chaired by the Materials Management Department, to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request. At the County's option, proposing firms may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Proposer(s). Proposals will be evaluated on the following criteria which are listed RANK order.

- 3.11.1 Firms proven skills and technical competence.
- 3.11.2 Approach and philosophy.
- 3.11.3 Proposed staffs credentials and competence.
- 3.11.4 Proposed Fees and allocation of man-hours.

3.12 **POST AWARD MEETING:**

The successful Proposer(s) may/shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Consultant of the Contract.

NOTE: PROPOSERS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSALS.

SERIAL 03112-ROQ, CIPRICING SHEET BIDDER NAME: F.I.D./VENDOR #: BIDDER ADDRESS: P.O. ADDRESS: BIDDER PHONE #: BIDDER FAX #: COMPANY WEB SITE: COMPANY CONTACT (E-MAIL ADDRESS (REF	REP):
WILLING TO ACCEPT F	FUTURE SOLICITATIONS VIA EMAIL: YES NO
OTHER GOV'T. AGENC	CIES MAY USE THIS CONTRACT:YES NO
TERMS WILL BE CONS FAILURE TO CHOOSE	DER IS REQUIRED TO PICK ONE OF THE FOLLOWING. SIDERED IN DETERMINING LOW BID. A TERM WILL RESULT IN A DEFAULT TO NET 30. THE SELECTION BELOW.
INDICATE PERCENTAGE	OF M/WBE PARTICIPATION IF ANY HERE:%
PLEASE INDICATE HO NEWSPAPER A MARICOPA COU PRE-SOLICITAT OTHER (PLEASI	JNTY WEB SITE TON NOTICE

1.2 PROJECT MANAGER \$ 1.3 CLERICAL SUPPORT \$ 1.4 YEARLY RETAINER (TO BE BILLED AT THE ABOVE RATES) PAID MONTHLY TOTAL YEARLY RETAINER \$ JANUARY \$ FEBRUARY \$ MARCH \$ APRIL \$ MAY \$ JUNE \$ JUNE \$ JULY \$ AUGUST \$ SEPTEMBER \$ OCTOBER \$ NOVEMBER \$ DECEMBER \$ DECEMBER \$	1.0 FEES:	1.1 PRINCIPLE	HOURLY RATE \$
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FEBRUARY \$			•
MARCH \$		JANUARY	\$
APRIL \$ MAY \$ JUNE \$ JULY \$ AUGUST \$ SEPTEMBER \$ OCTOBER \$ NOVEMBER \$		FEBRUARY	\$
MAY \$ JUNE \$ JULY \$ AUGUST \$ SEPTEMBER \$ OCTOBER \$ NOVEMBER \$		MARCH	\$
JUNE \$ JULY \$ AUGUST \$ SEPTEMBER \$ OCTOBER \$ NOVEMBER \$		APRIL	\$
JULY \$ AUGUST \$ SEPTEMBER \$ OCTOBER \$ NOVEMBER \$		MAY	\$
AUGUST \$ SEPTEMBER \$ OCTOBER \$ NOVEMBER \$		JUNE	\$
SEPTEMBER \$ OCTOBER \$ NOVEMBER \$		JULY	\$
OCTOBER \$ NOVEMBER \$		AUGUST	\$
NOVEMBER \$		SEPTEMBER	\$
		OCTOBER	\$
DECEMBER \$		NOVEMBER	\$
		DECEMBER	\$

ATTACHMENT B

AGREEMENT

The Proposers hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS AGREEMENT THE SUBMITTING FIRMS CERTIFIES THAT THEY HAVE REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP/ROQ CONTRACT'S TERMS AND CONDITIONS LOCATED AT http://www.maricopa.gov/materials, AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

MINORITY/ WOMEN-OWNED SMALL BUSINES	SSES (check appropriate item):	
Disadvantaged Business Enterprise (DBE) Women-Owned Business Enterprise (WBE) Minority Business Enterprise (MBE) Small Business Enterprise (SBE)		
		_
FIRM SUBMITTING PROPOSAL	FEDERAL TAX ID NUMBER	
PRINTED NAME AND TITLE	AUTHORIZED SIGNATURE	
ADDRESS	TELEPHONE FAX #	
CITY STATE ZIP	DATE	
WEB SITE:	EMAIL ADDRESS:	<u>.</u>
MARICOPA COUNTY, ARIZONA		
BY:	DATE	
BY:CHAIRMAN, BOARD OF SUPERVISORS	DATE	
ATTESTED:		
CLERK OF THE BOARD	DATE	
APPROVED AS TO FORM:		
MARICOPA COUNTY ATTORNEY	DATE	

ATTACHMENT C

CONTRACTOR REFERENCES

FIR	M SUBMITTING PROPOSA	AL:	
1.	COMPANY NAME:		
	ADDRESS:		
	CONTACT PERSON:		
	TELEPHONE:	E-MAIL ADDRESS:	
2.	COMPANY NAME:		
	ADDRESS:		
	CONTACT PERSON:		
	TELEPHONE:	E-MAIL ADDRESS:	
3.	COMPANY NAME:		
	ADDRESS:		
	CONTACT PERSON:		
	TELEPHONE:	E-MAIL ADDRESS:	
4.	COMPANY NAME:		
	ADDRESS:		
	CONTACT PERSON:		
	TELEPHONE:	E-MAIL ADDRESS:	
5.	COMPANY NAME:		
	ADDRESS:		
	CONTACT PERSON:		
	TELEPHONE:	E-MAIL ADDRESS:	

ATTACHMENT D

CONTRACTOR INFORMATION

IN OUR CONTINUING EFFORT TO INSURE THAT OUR CONTRACTOR REGISTRATION SYSTEM IS CORRECT, PLEASE FURNISH THE FOLLOWING INFORMATION:

LEGAL NAME OF ORGANIZATION/INDIVID	UAL:			
DOING BUSINESS AS (IF APPLICABLE):				
FEDERAL TAX ID NUMBER:	MARICOPA COUNTY VENDOR NUMBER:			
OWNERSHIP INDIVIDUAL/ STATUS: SOLE PROPRIETOR:	CORPORATION:	PARTNERSHIP: OTI	HER:	
CORPORATE ADDRESS:		CITY:	STATE:	ZIP:
TELEPHONE:	FAX:	EMAIL:		
WEB SITE ADDRESS:				
NAME OF CONTACT PERSON:				
	P.O.	ACCTS RECEIVABLECITY:		
TELEPHONE:	FAX:	EMAIL:		
NAME OF CONTACT PERSON:				
ADDITIONAL ADDRESS FOR:	P.O.	ACCTS RECEIVABLE	SOLICI	ΓATIONS
		CITY:	STATE:	ZIP:
TELEPHONE:	FAX:	EMAIL:		
NAME OF CONTACT PERSON:				
ADDITIONAL ADDRESS FOR:	P.O.	ACCTS RECEIVABLE	SOLICIT	TATIONS
		CITY:	STATE:	ZIP:
TELEPHONE:	FAX:	EMAIL:		
NAME OF CONTACT PERSON:				
NOTE: NO PREFERENCE IN AWARDING COMATERIALS MANAGEMENT, HOWEVER, CONTRACTUAL REQUIREMENTS. CONTACTUAL REQUIREMENTS.	YOU MUST REGISTER CT MATERIALS MANAC	AS A CONTRACTOR IF AWARDED A	A CONTRACT IN SISTRATION PAC	ORDER TO FULFILL THE KET.
 I HEREBY CERTIFY THAT: I AM DULY AUTHORIZED TO CERTI TO THE BEST OF MY KNOWLEDGE THIS DATE. MY ORGANIZATION SHALL CONDISCRIMINATION REQUIREMENTS ARTICLE 4 AND EXECUTIVE ORDER MY ORGANIZATION SHALL COMPLETE OF MY ORGANIZATION SHALL COMPLETE OF PROCESSION. 	, THE ELEMENTS OF THE THE SECONDITIONS OF THE SECONDITIONS OF THE SECONDITIONS OF THE SECONDICIES AND PROCE	THE INFORMATION PROVIDED HE STATE STATUTES AND FEDERAL OF EMPLOYMENT IN ACCORDANC APRIL 28, 1975. AND CONDITIONS OF SOLICITATION COURTES SET FORTH IN THE MARK	L EQUAL OPP CE WITH A.R.S. ONS AND CONTE	ORTUNITY AND NON- TITLE 41, CHAPTER 9, RACTUAL DOCUMENTS,
PRINTED OR TYPED NAME		TITLE		
SIGNATURE		DATE		

ATTACHMENT D (CONTINUED NEXT PAGE)



Form W-9 (Rev. January 2003) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

ge 2.				
on page				
r type	Check appropriate box: Individual/ Check appropriate box: Sole proprietor Corporation Partnership Other	>	Exempt from backup withholding	
Print or type Specific Instructions	Address (number, street, and apt. or suite no.)	Requester's name and	address (optional)	
pecific	City, state, and ZIP code			
See S				
Pa	art I Taxpayer Identification Number (TIN)			
How page see	Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number Social security number			
	art II Certification	+		
	der penalties of perjury, I certify that:			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and				
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and				
3. I	I am a U.S. person (including a U.S. resident alien).			
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)			is, item 2 does not apply. individual retirement	

Purpose of Form

Signature of

U.S. person ▶

Sign

Here

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- **3.** Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Date ▶

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- **3.** The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- **4.** The type and amount of income that qualifies for the exemption from tax.
- **5.** Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester, or
- 2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
- ${\bf 3.}$ The IRS tells the requester that you furnished an incorrect TIN, or
- **4.** The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- **5.** You do not certify to the requester that you are not subject to backup withholding under **4** above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

- 1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
- **2.** The United States or any of its agencies or instrumentalities;
- **3.** A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
- **4.** A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
- **5.** An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

- 6. A corporation;
- 7. A foreign central bank of issue;
- **8.** A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

Form W-9 (Rev. 1-2003) Page **3**

- **9.** A futures commission merchant registered with the Commodity Futures Trading Commission;
 - A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
 - 13. A financial institution;
- **14.** A middleman known in the investment community as a nominee or custodian; or
- **15.** A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for	THEN the payment is exempt for	
Interest and dividend payments	All exempt recipients except for 9	
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker	
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5	
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²	

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN **or** that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

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Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item **2** of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the accoun or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor	The minor ²
(Uniform Gift to Minors Act) 4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
 b. So-called trust account that is not a legal or valid trust under state law 	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

EXHIBIT 1

LETTER OF TRANSMITTAL (To be typed on the letterhead of Offeror)

Maricopa County Department of Materials Management 320 West Lincoln,
Phoenix, Arizona 85003

Re: ROQ Number – 03112-ROQ
To Whom It May Concern:
The undersigned,(herein referred to as the "Offeror"), hereby submits its response to your Request for Qualification dated August 22, 2003, and agrees to furnish to you, in accordance with the Scope of Work and conditions that are detailed in said Request for Qualifications.
Offeror hereby acknowledges and recognizes that, if this proposal is accepted by the Maricopa County, such acceptance will form a contract, and that Offeror shall thereupon be contractually obligated to carry out its responsibilities respecting the services.
Kindly advise this in writing on or before if you should desire to accept this proposal.
Very truly yours,

